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7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
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10 CHROME HEARTS LLC

11 Plaintiff,

12 v.

13 STARSHIP LLC, et al.

14 Defendants.  
15  
16

Case No. 2:23-cv-00143-DSF-JC

STIPULATED PROTECTIVE  
ORDER

17 1. A. PURPOSES AND LIMITATIONS

18 As the parties have represented that discovery in this action is likely to  
19 involve production of confidential, proprietary, or private information for which  
20 special protection from public disclosure and from use for any purpose other than  
21 prosecuting this litigation may be warranted, this Court enters the following  
22 Protective Order. This Order does not confer blanket protections on all disclosures  
23 or responses to discovery. The protection it affords from public disclosure and use  
24 extends only to the limited information or items that are entitled to confidential  
25 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
26 below, this Protective Order does not entitle the parties to file confidential  
27 information under seal. Rather, when the parties seek permission from the court to  
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1 file material under seal, the parties must comply with Civil Local Rule 79-5 and  
2 with any pertinent orders of the assigned District Judge and Magistrate Judge.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve confidential and proprietary agreements;  
5 customer, pricing, financial, marketing, and/or sales information; and other valuable  
6 research, development, commercial, financial, technical and/or proprietary  
7 information for which special protection from public disclosure and from use for  
8 any purpose other than prosecution of this action is warranted.

9 The Parties intend to disclose “CONFIDENTIAL” information which  
10 contains or reflects confidential, proprietary, and/or commercially sensitive  
11 information. The Parties also intend to disclose “HIGHLY CONFIDENTIAL --  
12 ATTORNEY’S EYES ONLY” information that contains or reflects information that  
13 is commercially confidential and/or sensitive in nature and the Producing Party  
14 reasonably believes that the disclosure of such material is likely to cause economic  
15 harm or significant competitive disadvantage to the Producing Party.

16 In light of the nature of the claims and allegations in this case and the parties’  
17 representations that discovery in this case will involve the production of confidential  
18 records, and in order to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the parties are entitled to keep confidential, to ensure that the  
21 parties are permitted reasonable necessary uses of such material in connection with  
22 this action, to address their handling of such material at the end of the litigation, and  
23 to serve the ends of justice, a protective order for such information is justified in this  
24 matter. The parties shall not designate any information/documents as confidential  
25 without a good faith belief that such information/documents have been maintained  
26 in a confidential, non-public manner, and that there is good cause or a compelling  
27 reason why it should not be part of the public record of this case.

1           2.     DEFINITIONS

2           2.1     Action: The instant action: *Chrome Hearts LLC v. Starship LLC et*  
3 *al.*, Case No. 2:23-cv-00143-DSF-JC.

4           2.2     Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6           2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
7 how it is generated, stored or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9 the Good Cause Statement.

10          2.4     “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
11 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
12 Items, the disclosure of which to another Party or Non-Party would create a  
13 substantial risk of serious harm that could not be avoided by less restrictive means,  
14 and as specified above in the Good Cause Statement.

15          2.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17          2.6     Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
20 ONLY.”

21          2.7     Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25          2.8     Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.

28          2.9     House Counsel: attorneys who are employees of a party to this Action.

House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any deposition testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material, other than during a court hearing or at  
2 trial.

3 Any use of Protected Material during a court hearing or at trial shall be  
4 governed by the orders of the presiding judge. This Order does not govern the use  
5 of Protected Material during a court hearing or at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating  
28 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions), that the Producing Party affix  
12 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --  
13 ATTORNEYS' EYES ONLY" to each page that contains protected material. If  
14 only a portion or portions of the material on a page qualifies for protection, the  
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then,  
24 before producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL", or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES  
26 ONLY" legend to each page that contains Protected Material. If only a portion or  
27 portions of the material on a page qualifies for protection, the Producing Party also  
28 must clearly identify the protected portion(s) (e.g., by making appropriate markings

1 in the margins).

2 (b) for testimony given in depositions that the Designating Party identifies  
3 on the record, before the close of the deposition as protected testimony.

4 (c) for information produced in some form other than documentary and  
5 for any other tangible items, that the Producing Party affix in a prominent place on  
6 the exterior of the container or containers in which the information is stored the  
7 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
8 EYES ONLY.” If only a portion or portions of the information warrants protection,  
9 the Producing Party, to the extent practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court’s  
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
21 resolution process under Local Rule 37-1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on  
23 the Designating Party. Frivolous challenges, and those made for an improper  
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
26 Party has waived or withdrawn the confidentiality designation, all parties shall  
27 continue to afford the material in question the level of protection to which it is  
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entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);



(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) private court reporters and their staff to whom disclosure is reasonably

1 necessary for this Action and who have signed the “Acknowledgment and  
2 Agreement to Be Bound” (Exhibit A);

3 (e) professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary for this Action and who have  
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (f) the author or recipient of a document containing the information or a  
7 custodian or other person who otherwise possessed or knew the information; and

8 (g) any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
11 PRODUCED IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
15 ONLY,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification  
17 shall include a copy of the subpoena or court order unless prohibited by law;

18 (b) promptly notify in writing the party who caused the subpoena or order  
19 to issue in the other litigation that some or all of the material covered by the  
20 subpoena or order is subject to this Protective Order. Such notification shall include  
21 a copy of this Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be  
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this  
26 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
27 EYES ONLY” before a determination by the court from which the subpoena or  
28 order issued, unless the Party has obtained the Designating Party’s permission, or

1 unless otherwise required by the law or court order. The Designating Party shall  
 2 bear the burden and expense of seeking protection in that court of its confidential  
 3 material and nothing in these provisions should be construed as authorizing or  
 4 encouraging a Receiving Party in this Action to disobey a lawful directive from  
 5 another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
 7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a  
 9 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
 10 CONFIDENTIAL -- ATTORNEYS' EYES ONLY." Such information produced by  
 11 Non-Parties in connection with this litigation is protected by the remedies and relief  
 12 provided by this Order. Nothing in these provisions should be construed as  
 13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to  
 15 produce a Non-Party's confidential information in its possession, and the Party is  
 16 subject to an agreement with the Non-Party not to produce the Non-Party's  
 17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party  
 19 that some or all of the information requested is subject to a confidentiality  
 20 agreement with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Protective  
 22 Order in this Action, the relevant discovery request(s), and a reasonably specific  
 23 description of the information requested; and

24 (3) make the information requested available for inspection by the  
 25 Non-Party, if requested.

26 (c) If a Non-Party represented by counsel fails to commence the process  
 27 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the  
 28 notice and accompanying information or fails contemporaneously to notify the

Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production

1 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
2 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
3 communication or information covered by the attorney-client privilege or work  
4 product protection, the parties may incorporate their agreement into this Protective  
5 Order.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. No Party waives any right it  
10 otherwise would have to object to disclosing or producing any information or item  
11 on any ground not addressed in this Protective Order. Similarly, no Party waives  
12 any right to object on any ground to use in evidence of any of the material covered  
13 by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
16 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
17 only be filed under seal pursuant to a court order authorizing the sealing of the  
18 specific Protected Material at issue. If a Party's request to file Protected Material  
19 under seal is denied by the court, then the Receiving Party may file the information  
20 in the public record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in Section 4, within 60  
23 days of a written request by the Designating Party, each Receiving Party must return  
24 all Protected Material to the Producing Party or destroy such material. As used in  
25 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
26 summaries, and any other format reproducing or capturing any of the Protected  
27 Material. Whether the Protected Material is returned or destroyed, the Receiving  
28 Party must submit a written certification to the Producing Party (and, if not the same

person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: August 4, 2023

BLAKELY LAW GROUP

By: /s/ Tara A. Currie  
 Brent H. Blakely  
 Tara A. Currie  
***Attorneys for Plaintiff  
 Chrome Hearts LLC***

Dated: August 4, 2023

ROSS LLP

By: /s/ Eric C. Lauritsen  
 Peter W. Ross  
 Eric C. Lauritsen  
***Attorneys for Defendants  
 Starship, LLC, Frank Mechaly,  
 and David Mathey***

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IT IS SO ORDERED.

DATED: August 10, 2023

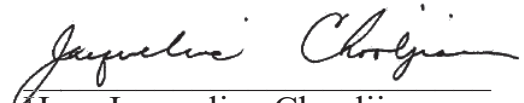
  
Hon. Jacqueline Chooljian  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Protective Order that was issued by the  
United States District Court for the Central District of California on August 10, 2023,  
in the case of *Chrome Hearts, LLC v. Starship LLC, et al.*, Case No. 2:23-cv-00143-  
DSF-JC. I agree to comply with and to be bound by all the terms of this Protective  
Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_